

GENERAL TERMS AND CONDITIONS OF CAFÉ COSTUME BVBA

1. Part of the agreement

These general terms and conditions form an integral part of all placed orders and all agreements concluded between Café Costume BVBA, with registered office at Dendermondestraat 44, PO Box 1, 2018 Antwerp (Belgium) and company number 0879.808.905 (hereinafter referred to as "CAFÉ COSTUME") and its clients, by placing an order online with CAFÉ COSTUME's e-store, by placing an order in one of CAFÉ COSTUME's stores or otherwise. These general terms and conditions are accepted by the client at the time that its order is validated via an Order, as defined below. By placing an order with CAFÉ COSTUME, the client declares that it is aware of CAFÉ COSTUME's general terms and conditions and agrees with them without reservation. The general terms and conditions apply, unless expressly stated otherwise in writing by CAFÉ COSTUME, and exclude any general terms and conditions of the client. If any special conditions are agreed between CAFÉ COSTUME and the client in any other document, these will be additionally applicable. If there is any conflict, the special conditions shall prevail. The Dutch text of these general terms and conditions will prevail over any translations thereof.

2. Orders

The client can order personalised goods and/or goods which are personally ordered in the client's name and/or delivered according to the specific requirements of the client ("Tailored Goods"). The client can also order non-personalised goods and/or goods which are not personally ordered in the client's name and/or not delivered according to the specific requirements of the client, including but not limited to clothing accessories and shoes ("Non-Tailored Goods").

Orders are only binding when the client places an order (the "Order") with CAFÉ COSTUME, either online with CAFÉ COSTUME's e-store or directly in one of CAFÉ COSTUME's stores where such Order shall be subject to an advance payment of fifty (50) % of the total amount of the placed order (the "Advance"). Orders can no longer be cancelled or adjusted free of charge after an Order is received. CAFÉ COSTUME will, however, make reasonable efforts to carry out requested changes or cancellations, but any associated costs shall at all times be borne by the client.

3. Performance of services

Agreed delivery periods are always indicative. CAFÉ COSTUME will endeavour to respect the stated delivery periods. Stated delivery periods will not constitute obligations to achieve a result ('*resultaatsverbintenis*') on the part of CAFÉ COSTUME, but merely refer to a best-efforts commitment ('*middelevenverbintenis*'). CAFÉ COSTUME's services shall be carried out according to what is possible and the priority of orders.

CAFÉ COSTUME will carry out the order within a reasonable time, taking into account, among other things, the complexity of the order, choice of materials, etc. If the order cannot be carried out within the indicative delivery period, CAFÉ COSTUME will inform the client of this circumstance and will use its best efforts to deliver the orders within the shortest possible period of time. However, CAFÉ COSTUME shall never be held liable for any damages as a result of exceeding any stated indicative delivery period.

In case of changes requested by the client after the Order was received, the indicative delivery period is rendered void and CAFÉ COSTUME will provide the client with a new indicative delivery period.

4. Collection

The client will be notified by e-mail or SMS that the ordered goods can be collected from one of CAFÉ COSTUME's stores. After this notice is sent by CAFÉ COSTUME, the client has a period of six (6) months to collect the order from the CAFÉ COSTUME store where the order was placed by the client. If the client does not collect the order within this period, the agreement will be deemed dissolved and the goods will remain the property of CAFÉ COSTUME. Any amounts paid by the client (including the Advance) will be definitely acquired by CAFÉ COSTUME.

CAFÉ COSTUME will hand over the ordered goods to the client after payment by the client of all outstanding amounts. In the case of Tailored Goods, a second fitting will take place on collection (the "Second Fitting"). During the Second Fitting, the client shall indicate whether the supplied Tailored Goods require any minor adjustments, such as shortenings, extensions, widenings or narrowings (the "Retouches"). If the client desires Retouches, CAFÉ COSTUME will specify a new indicative delivery period and notify the client by e-mail or SMS when the retouched order can be collected from one of CAFÉ COSTUME's stores.

5. Prices and payment

Prices are in euros and include VAT, shipping and delivery costs, unless stated otherwise. The costs of Retouches are included in the price of Tailored Goods, unless stated otherwise. If the client wants more Retouches after the Second Fitting, the client shall bear all the costs associated therewith.

Special price offers, including discounts, are valid only for the validity period stated in the relevant offer and as long as stocks last.

The remaining amounts owed by the client must be paid in cash at one of CAFÉ COSTUME's stores upon collection by the client of the ordered goods.

6. Risk transfer and retention of title

Goods remain the property of CAFÉ COSTUME until full payment by the client of all outstanding amounts to CAFÉ COSTUME. The client may not dispose of or encumber the goods before their ownership has been transferred. The risk of property associated with the goods is transferred to the client when the goods are collected by the client at one of CAFÉ COSTUME's stores.

7. Complaints

Complaints concerning the goods received and collected by the client must be clearly reported in writing to CAFÉ COSTUME within one month after collection, provided that the goods are still in the state in which they were delivered. The client is always obliged to provide CAFÉ COSTUME with all the elements regarding any alleged damage or defect, so that a claim can be made in good time against those responsible.

CAFÉ COSTUME is committed to ensure that the goods are in accordance with the agreement, the reasonable compliance requirements and existing legal provisions and/or government regulations. The legal warranty period is applicable.

CAFÉ COSTUME will deal with any form of defect or damage to the goods in a correct and customer-friendly way. In case of justified complaints, CAFÉ COSTUME will use its discretion to credit, repair or replace the goods upon receipt of the goods concerned. The following however can never be considered defects: normal wear and tear, a material, certain colour, manufacturing procedure or specific requirements demanded by the client or damage caused by third parties.

8. Liability

If the client demands a certain colour, material, manufacturing procedure and/or specific requirements from CAFÉ COSTUME, then CAFÉ COSTUME is relieved of all responsibility for defects that could result from this choice of material or procedure.

Limited or technically unavoidable defects in terms of quality, colour, size, weight, finish, design, etc. cannot be a basis for complaints.

CAFÉ COSTUME is not responsible for the goods being ultimately suitable for any individual application by the client, nor for any advice regarding the use or application of the goods.

CAFÉ COSTUME is not responsible if the goods delivered:

- are repaired and/or changed by the client;
- are repaired and/or changed by third parties at the client's request;
- are exposed to abnormal conditions or treated carelessly; or
- are not treated in accordance with CAFÉ COSTUME's instructions and/or the packaging instructions.

CAFÉ COSTUME is not responsible if the defect is wholly or partly due to regulations imposed by the government, or awaiting imposition, concerning the nature or quality of the materials used.

If the goods exhibit a defect and this defect is worsened by the client's continued use of such goods (the "Additional Damage"), CAFÉ COSTUME is entitled to charge the client any costs of this Additional Damage.

9. Returns

Tailored Goods cannot be returned. The client may return Non-Tailored Goods within fourteen (14) days after collection or purchase at no extra cost, except for return costs. Return costs are always borne by the client, unless CAFÉ COSTUME provides express written permission. This period of fourteen (14) days starts as soon as the client collects or purchases the Non-Tailored Goods. The sale becomes final if the client does not return the Non-Tailored Goods within the period of fourteen (14) days.

From the moment the client makes use of the right of return, CAFÉ COSTUME shall use its best efforts to repay the total amount of the order in cash within a maximum of fourteen (14) days. Returned Non-Tailored Goods are only accepted if they are in original condition and in their original packaging with all the original labels. Incomplete, damaged or dirty goods will not be accepted.

Non-Tailored Goods which cannot be returned for customary reasons of hygiene shall not be accepted by CAFÉ COSTUME.

10. Force majeure

CAFÉ COSTUME can never be held liable in cases of force majeure. Force majeure is understood to mean any circumstance beyond its control which prevents CAFÉ COSTUME, wholly or partially, from fulfilling its obligations towards the client. Force majeure includes, but is not limited to, war, general or partial strikes, riots, lockouts, unrest, accidents, breakdown of machinery, scarcity of means of transport or raw materials, non-delivery or non-timely delivery by suppliers or other third parties involved, damage to materials at CAFÉ COSTUME or at CAFÉ COSTUME's suppliers, operating malfunctions, power failures, malfunctions of (tele)communication systems used, website unavailability, price increases of raw materials, contagious diseases, fire, frost and exceptional weather conditions.

11. Warranty

Any warranty given by CAFÉ COSTUME is limited to the services provided by it and can never exceed the warranty given to CAFÉ COSTUME by its suppliers.

12. Dissolution due to insolvency

CAFÉ COSTUME reserves the right to consider the agreement dissolved by operation of law and without prior notice of default in the case of concurrence or manifest insolvency of the client, or to claim advance payment for the orders not yet delivered.

13. Intellectual property

All projects, models, designs, colour combinations, concepts, marketing campaigns, sketches, plans, photos, examples, samples, etc. made available by CAFÉ COSTUME are and remain the property of CAFÉ COSTUME.

The client acknowledges that the full intellectual property of the above-mentioned documents, the works, its goods and its website, as well as all intellectual property rights, rights in rem and related rights arising from it, belong to CAFÉ COSTUME, its affiliated companies, its suppliers or other entitled parties. The client undertakes not to infringe either the works, the above-mentioned documents, its goods and/or its website as described in this article or any intellectual property rights that CAFÉ COSTUME may decide to exercise.

14. Privacy

CAFÉ COSTUME will exclusively process the client's data in accordance with its privacy policy.

15. Applicable law – competent court

All agreements with CAFÉ COSTUME are governed by Belgian law. In case of disputes, the courts of Antwerp, Antwerp division, shall have exclusive jurisdiction.